

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON**

BERNADEAN RITTMANN, FREDDIE  
CARROLL, JULIA WEHMEYER, and  
RAEF LAWSON, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC. and AMAZON  
LOGISTICS, INC.

Defendants.

Case No. 2:16-cv-01554-JCC

**SECOND AMENDED COMPLAINT—  
CLASS ACTION**

**I. INTRODUCTION**

1. This case is brought on behalf of individuals who have worked as delivery drivers for Amazon.com, Inc. or Amazon Logistics, Inc. (together, “Amazon”) anywhere in the United States who have contracted directly with Amazon and have been classified as independent contractors. Amazon is a commercial seller of electronic and consumer goods through its website, providing delivery service of its various products to its customers’ homes.

2. As described further below, Amazon has misclassified delivery drivers with whom it has directly contracted as independent contractors when they are actually employees. In so doing, Amazon has violated the federal Fair Labor Standard Act

1 (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, by failing to assure they receive minimum wage,  
2 after accounting for necessary business expenses that the drivers must pay such as  
3 gas and car maintenance, as well as failing to pay overtime for hours worked in excess  
4 of forty per week. Plaintiffs bring this claim under the FLSA on behalf of all similarly  
5 situated employees who may choose to opt in to this action pursuant to 29 U.S.C.  
6 §216(b).

7         3. Plaintiffs Bernadean Rittman and Freddie Carroll further complain,  
8 pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves  
9 and a class of other similarly situated Amazon delivery drivers who have worked in  
10 Washington state, that Amazon has violated various provisions of Washington state  
11 law including: (1) RCW 49.46.020 for failing to assure they receive minimum wage,  
12 after accounting for necessary business expenses such as gas and car maintenance;  
13 (2) RCW 49.46.130 by failing to pay drivers one-and-a-half times their regular rate of  
14 pay for those hours worked in excess of forty per week; and (3) RCW 49.52.050 and  
15 49.52.070 by willfully withholding pay from drivers for all hours worked. Plaintiffs  
16 Rittman and Carroll, on behalf of all similarly situated Amazon delivery drivers who  
17 have worked in Washington state, seek recovery of all wages they are owed under  
18 state law and all other relief to which they are entitled.  
19

20         4. Plaintiffs Rittman and Carroll further complain, pursuant to Rule 23 of the  
21 Federal Rules of Civil Procedure, on behalf of themselves and a class of other  
22 similarly situated Amazon delivery drivers who have worked in Seattle, Washington,  
23 that Amazon has violated the Seattle Minimum Wage Ordinance, Council Bill 118585,  
24 by failing to pay the higher Seattle minimum wage to these drivers, after accounting for  
25 necessary business expenses such as gas and car maintenance.

26         5. Plaintiffs Raef Lawson and Freddie Carroll further complain, pursuant to  
27 Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class  
28 of other similarly situated Amazon delivery drivers who have worked in California, that

Amazon has violated various provisions of California Labor Code including: (1) Cal. Labor Code §2802 for failure to reimburse delivery drivers for all necessary business expenses such as gas and car maintenance; and (2) Cal. Labor Code § 226(a) for failure to provide itemized wage statements that provide the number of hours worked, how compensation was calculated, and other required information. Plaintiffs Lawson and Carroll, on behalf of all similarly situated Amazon delivery drivers who have worked in California, seek recovery of all wages they are owed under state law and all other relief to which they are entitled.<sup>1</sup>

### **PARTIES**

6. Plaintiff Bernadean Rittmann is an adult resident of Rialto, California. She has worked as an Amazon delivery driver in Las Vegas, Nevada and Seattle, Washington.

7. Plaintiff Freddie Carroll III is an adult resident of Rialto, California where he has worked as an Amazon delivery driver. He previously worked as an Amazon delivery driver in Las Vegas, Nevada and Seattle, Washington.

8. Plaintiff Julia Wehmeyer is an adult resident of Plano, Texas, where she works as an Amazon delivery driver in the Dallas-Fort Worth area.

9. Plaintiff Raef Lawson is an adult resident of Los Angeles, California, where he works as an Amazon delivery driver in the Los Angeles area.

10. Plaintiffs bring this FLSA collective action on their own behalf and on behalf of all other similarly situated delivery drivers throughout the country who have contracted directly with Amazon, who may choose to opt in to this action.

11. Plaintiffs Rittman and Carroll bring this Rule 23 class action on their own behalf and on behalf of all other similarly situated Amazon delivery drivers in

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<sup>1</sup> Because the Court indicated that Lawson's PAGA claim would be subject to the stay in this case even though that claim is not affected by Amazon's arbitration clause, Lawson has elected to continue to pursue his PAGA claim in the separate case he has filed, Lawson v. Amazon.com Inc., et al., C.A.No. 2:17-cv-02515 (C.D. Cal) (filed Mar. 31, 2017), and so is not including that claim at this time in this complaint.

1 Washington state, as well as on behalf of all other similarly situated Amazon delivery  
2 drivers in Seattle.

3 12. Plaintiff Lawson and Plaintiff Carroll bring this Rule 23 class action on  
4 their own behalf and on behalf of all other similarly situated Amazon delivery drivers in  
5 California.

6 13. Defendant Amazon.com, Inc. is a Delaware corporation, headquartered  
7 in Seattle, Washington. It has more than fifty employees.

8 14. Defendant Amazon Logistics, Inc. is a Delaware corporation,  
9 headquartered in Seattle, Washington. It has more than fifty employees. On  
10 information and belief, Amazon Logistics, Inc. is a subsidiary of Amazon.com, Inc., and  
11 delivery drivers such as the named Plaintiffs have contracted directly with Amazon  
12 through Amazon Logistics, Inc. Together, Amazon.com, Inc. and Amazon Logistics,  
13 Inc. are referred to in this complaint collectively as "Amazon".  
14

### 15 III. JURISDICTION

16 15. This Court has general federal question jurisdiction over plaintiffs' FLSA  
17 claims pursuant to 28 U.S.C. § 1331 as the plaintiffs have brought a claim pursuant to  
18 the federal Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

19 16. This Court has jurisdiction over Plaintiffs' state law claims pursuant to 28  
20 U.S.C. § 1367 as they are so related to their FLSA claims that they form part of the  
21 same case or controversy.

22 17. The Court also has jurisdiction over Plaintiffs' California state law claims  
23 under the federal Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2),  
24 because Defendants are Washington citizens and members of this class reside  
25 primarily in California; there are more than 100 putative class members; and the  
26 amount in controversy exceeds \$5 million.

27 18. Venue is proper in this district under 28 U.S.C. § 1391.  
28

#### IV. STATEMENT OF FACTS

19. Amazon is a Seattle-based electronic retailer that provides delivery service of consumer and electronic goods to its customers in cities throughout the country.

20. Amazon contracts directly with drivers around the country to provide these delivery services. Although classified as independent contractors, these delivery drivers are actually employees. Drivers receive (unpaid) training regarding how to interact with customers and how to handle issues they encounter while making deliveries. They must follow Amazon's instructions regarding where to make deliveries, in what order, and which route to take. Drivers can be penalized or terminated for missing scheduled shifts. Drivers also must follow requirements and rules imposed on them by Amazon and are subject to termination, based on Amazon's discretion and/or their failure to adhere to these requirements (such as rules regarding their conduct with customers, their timeliness in making deliveries, their scanning of packages, and their conduct when picking up or returning packages to the warehouse, etc.).

21. In addition, Amazon is in the business of providing delivery service to customers, and that is the service that delivery drivers provide. The drivers' services are fully integrated into Amazon's business.

22. However, based on its classification of them as independent contractors, Amazon requires its drivers to pay for many of the expenses necessary to perform their job, including expenses for their vehicles, gas, phone and data plan. For example, during the week of December 18 to 24, 2016, Plaintiff Raef Lawson drove over 200 miles to make deliveries for Amazon and had to pay for his own gas. Likewise, he had to pay for his own phone data while he ran the Amazon application on his phone for hours at a time.

1           23. Amazon delivery drivers do not receive proper itemized wage statements  
2 from Amazon and instead are simply provided with weekly totals reflecting how much  
3 money they were paid that week without showing how many hours they actually  
4 worked performing deliveries or how compensation was calculated. Amazon's general  
5 counsel was informed of these deficiencies by a letter from the Plaintiffs dated  
6 November 23, 2016, but has not remedied the violations, and instead, has willfully  
7 continued to distribute deficient pay statements to drivers.

8           24. In light of the expenses the delivery drivers bear in order to perform their  
9 jobs, the drivers' hourly wages often fall below federal minimum wage. For the  
10 Amazon delivery drivers who work in Washington, in light of the expenses the drivers  
11 bear in order to perform their jobs, their wages often fall below state minimum wage,  
12 and for the drivers who work in Seattle, their wages often fall below Seattle's local  
13 minimum wage.

14           25. For example, Plaintiff Carroll estimates that his weekly wage consistently  
15 fell below the applicable Washington minimum wage throughout the period he worked  
16 for Amazon in Washington state when excluding tips from customers and accounting  
17 for tolls, fuel, and vehicle maintenance costs. Specifically, during the weeks of  
18 February 10 to 16, 2016 and February 17 to 23, 2016 he believes he made less than  
19 the Washington state minimum wage (then, \$9.47 per hour). Specifically, after  
20 accounting for expenses and excluding tips from customers, he estimates he made  
21 approximately \$8.28 per hour during those weeks. He further believes his hourly wage  
22 fell below the federal minimum wage (\$7.25 per hour) during the weeks of August 10  
23 to 16, 2016 and August 17 to 23, 2016 when he worked for Amazon in Las Vegas,  
24 Nevada. Specifically, after accounting for expenses and excluding tips from  
25 customers, he estimates he made between \$5.75 and \$7.00 per hour those weeks.  
26 Likewise, Plaintiff Wehmeyer estimates that her weekly wage fell below the federal  
27 minimum wage (\$7.25 per hour), for example, during the weeks of March 2 to 8, 2016  
28

1 and July 20 to 26, 2016, when excluding tips from customers and accounting for tolls,  
2 fuel, and vehicle maintenance costs. Specifically, after accounting for expenses and  
3 excluding tips from customers, she estimates she made approximately \$6.50 per hour.  
4 Likewise, Plaintiff Rittman estimates that her weekly wage fell below the federal  
5 minimum wage (\$7.25 per hour) during the month of July 2016 when excluding tips  
6 from customers and accounting for tolls, fuel, and vehicle maintenance costs and the  
7 uncompensated time she spent working on past her scheduled shifts.<sup>2</sup>

8 26. In addition, when driving for Amazon, delivery drivers receive an hourly  
9 rate of pay for scheduled shifts. However, it often takes the drivers more time to  
10 complete their deliveries than their scheduled shifts, but drivers do not receive  
11 additional compensation for this extra time.

12 27. Not only is this unpaid time a violation of Washington state law (and local  
13 Seattle law, for those drivers who work in Seattle), but this unpaid time further pushes  
14 the drivers' wages below federal, state, and local minimum wage.

15 28. In addition, these delivery drivers are not paid overtime for hours they  
16 work in excess of forty per week. For example, named Plaintiff Freddie Carroll  
17 regularly worked in excess of forty hours per week for Amazon from the period  
18 January through June of 2016 but was not been paid one-and-a-half times his regular  
19 rate for any overtime hours. Carroll does not have access to any records showing the  
20 precise number of hours he worked in any given week because Amazon does not  
21 provide its drivers with any proper wage statements; however, Carroll's best  
22 recollection is that he worked more than forty hours during the weeks of April 6 to 12,  
23 2016 and April 13 to 19, 2016. During those weeks, Carroll was not paid time-and-a-  
24

25  
26 <sup>2</sup> Plaintiffs calculated their minimum wage damages by using their weekly earnings to  
27 estimate how many hours they worked in a given week, subtracting all tips (because Plaintiffs  
28 contend that Amazon is not entitled to take the tip credit, see 29 U.S.C.A. § 203(m)) and then  
subtracting estimated mileage expenses and tolls. These are necessarily only estimates  
because Amazon is in possession of relevant pay, mileage, and hours information that they  
have not provided to the plaintiffs.

half his regular hourly rate of \$18.00 per hour for any of the hours he worked in excess of forty hours.

## **V. THE NATIONWIDE COLLECTIVE ACTION**

29. Plaintiffs bring the first and second cause of action on behalf of themselves and all other drivers who may choose to opt in to this case who have contracted directly with Amazon to provide delivery services in the United States, between three years since they brought this complaint and the date of final judgment in this matter.

30. Plaintiffs bring these counts under 29 U.S.C. § 216(b) of the Fair Labor Standards Act. Plaintiffs and these other Amazon delivery drivers are similarly situated in that they are all subject to Amazon's common plan or practice of classifying drivers as independent contractors, not paying them overtime for all hours worked beyond forty (40) in a given week, and not ensuring that they receive at least the federal minimum wage for all weeks worked.

## **VI. THE WASHINGTON RULE 23 CLASS-ACTION ALLEGATIONS**

31. Plaintiffs Bernadean Rittmann and Freddie Carroll bring (1) the third, fourth, and fifth causes of action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all delivery drivers who have contracted directly with Amazon to provide delivery services in Washington state beginning three years prior to the filing date of this complaint and ending on the date of final judgment in this matter and (2) the sixth cause of action on behalf of all such delivery drivers who have worked for Amazon in Seattle between January 1, 2016, and the date of final judgment in this matter.

32. Plaintiffs and other class members have uniformly been deprived reimbursement of their necessary business expenditures such that they do not receive at least Washington state minimum wage for all hours worked (and Seattle minimum wage, for those who worked in Seattle).



1           33. The members of the class are so numerous that joinder of all class  
2 members is impracticable.

3           34. Common questions of law and fact regarding Amazon's conduct in  
4 classifying delivery drivers as independent contractors, failing to pay them for all hours  
5 worked, failing to ensure they are paid at least minimum wage for all weeks (after  
6 accounting for business expenses they must bear), and failing to ensure they are paid  
7 time-and-a-half their regular rate for all hours worked in excess of forty per week, exist  
8 as to all members of the class and predominate over any questions affecting solely  
9 any individual members of the class. Among the questions of law and fact common to  
10 the class are:

11           a. Whether class members have been uniformly under the right of control of  
12 Amazon during their performance of services for the company;

13           b. Whether the work performed by class members—providing package delivery  
14 service of consumer goods to Amazon customers—is within Amazon's usual  
15 course of business, and whether such service is fully integrated into Amazon's  
16 business;

17           c. Whether these class members have been required to bear the expenses of  
18 their employment, such as expenses for their vehicles, gas, phone and data  
19 plan, and other expenses.  
20

21           35. Plaintiffs Rittmann and Carroll are class members who suffered damages  
22 as a result of Amazon's conduct and actions alleged herein.

23           36. These named plaintiffs' claims are typical of the claims of the class, and  
24 the named plaintiffs have the same interests as the other members of the class.

25           37. The named plaintiffs will fairly and adequately represent and protect the  
26 interests of the class. The named plaintiffs have retained able counsel experienced in  
27 class action litigation. The interests of the named plaintiffs are coincident with, and not  
28 antagonistic to, the interests of the other class members.

1           38. The questions of law and fact common to the members of the class  
2 predominate over any questions affecting only individual members, including legal and  
3 factual issues relating to liability and damages.

4           39. A class action is superior to other available methods for the fair and  
5 efficient adjudication of this controversy because joinder of all class members is  
6 impractical. Moreover, since the damages suffered by individual members of the class  
7 may be relatively small, the expense and burden of individual litigation makes it  
8 practically impossible for the members of the class individually to redress the wrongs  
9 done to them. The class is readily definable and prosecution of this action as a class  
10 action will eliminate the possibility of repetitive litigation. There will be no difficulty in  
11 the management of this action as a class action.

12           **VII. THE CALIFORNIA RULE 23 CLASS-ACTION ALLEGATIONS**

13           40. Plaintiffs Raef Lawson and Freddie Carroll bring the seventh and eighth  
14 causes of action as a class action pursuant to Rule 23 of the Federal Rules of Civil  
15 Procedure on behalf of all delivery drivers who have contracted directly with Amazon  
16 to provide delivery services in California between three years since they brought this  
17 complaint and the date of final judgment in this matter.

18           41. Plaintiffs and other class members have uniformly been deprived  
19 reimbursement of their necessary business expenditures, in violation of Cal. Labor  
20 Code § 2802, and likewise, have not been provided with itemized pay statements  
21 containing all the information required by California law, Cal. Labor Code § 226(a).

22           42. The members of the class are so numerous that joinder of all class  
23 members is impracticable. On information and belief, the class contains more than 50  
24 members.

25           43. Common questions of law and fact regarding Amazon's conduct in  
26 classifying delivery drivers as independent contractors and failing to reimburse them  
27 for necessary business expenses exist as to all members of the class and  
28

1 predominate over any questions affecting solely any individual members of the class.

2 Among the questions of law and fact common to the class are:

3 a. Whether class members have been uniformly under the right of control of  
4 Amazon during their performance of services for the company;

5 b. Whether the work performed by class members—providing package delivery  
6 service of consumer goods to Amazon customers—is within Amazon's usual  
7 course of business, and whether such service is fully integrated into Amazon's  
8 business;

9 c. Whether these class members have been required to bear the expenses of  
10 their employment, such as expenses for their vehicles, gas, phone and data  
11 plan, and other expenses.

12 44. Plaintiffs Lawson and Carroll are class members who suffered damages  
13 as a result of Amazon's conduct and actions alleged herein.

14 45. The named plaintiffs' claims are typical of the claims of the class, and the  
15 named plaintiffs have the same interests as the other members of the class.

16 46. The named plaintiffs will fairly and adequately represent and protect the  
17 interests of the class. The named plaintiffs have retained able counsel experienced in  
18 class action litigation. The interests of the named plaintiffs are coincident with, and not  
19 antagonistic to, the interests of the other class members.

20 47. The questions of law and fact common to the members of the class  
21 predominate over any questions affecting only individual members, including legal and  
22 factual issues relating to liability and damages.

23 48. A class action is superior to other available methods for the fair and  
24 efficient adjudication of this controversy because joinder of all class members is  
25 impractical. Moreover, since the damages suffered by individual members of the class  
26 may be relatively small, the expense and burden of individual litigation makes it  
27 practically impossible for the members of the class individually to redress the wrongs  
28

1 done to them. The class is readily definable and prosecution of this action as a class  
2 action will eliminate the possibility of repetitive litigation. There will be no difficulty in  
3 the management of this action as a class action.

### 4 5 **COUNT I**

#### 6 **Failure to Pay Minimum Wage in Violation of the FLSA**

7 Amazon's willful conduct in failing to ensure that its delivery drivers across the  
8 country, with whom it has directly contracted, receive the federal minimum wage, after  
9 accounting for the expenses they paid that were necessary to perform their job, violates  
10 the FLSA, 29 U.S.C. § 201, *et seq.* This claim is brought on behalf of a class of  
11 similarly situated individuals who may choose to "opt in" to this case, pursuant to 29  
12 U.S.C. §216(b).

### 13 14 **COUNT II**

#### 15 **Unpaid Overtime Under the FLSA**

16 Amazon has willfully failed to pay one and one-half times the regular rate of pay  
17 for its delivery drivers across the country who have worked in excess of forty (40)  
18 hours per week, in violation of the FLSA, 29 U.S.C. §207(a)(1). This claim is brought  
19 on behalf of a class of similarly situated individuals who may choose to "opt in" to this  
20 case, pursuant to 29 U.S.C. § 216(b).

### 21 22 **COUNT III**

#### 23 **Violation of Washington Minimum Wage Act, RCW 49.46.020**

24 Amazon's willful conduct in failing to ensure that its delivery drivers who have  
25 worked in Washington receive the Washington state minimum wage, after accounting for  
26 the expenses they paid that were necessary to perform their job, constitutes a violation  
27 of Wash. Rev. Code § 49.46.020.

**COUNT IV**

**Failure to Pay Overtime in Violation of Washington Minimum Wage Act,  
RCW § 49.46.130**

Amazon's willful conduct, as set forth above, in failing to pay its delivery drivers who have worked in Washington time-and-a-half their regular rate of pay for all hours worked beyond forty per week as required by Washington law, violates Wash. Rev. Code § 49.46.130.

**COUNT V**

**Willful Withholding of Wages, RCW §§ 49.52.50, 49.52.70**

Amazon's willful conduct, as set forth above, in failing to pay its delivery drivers who have worked in Washington for hours worked beyond their assigned shift as required by Washington law, violates Wash. Rev. Code §§ 49.52.50, 49.52.70.

**COUNT VI**

**Seattle Minimum Wage Ordinance, Council Bill 118585**

Amazon's willful conduct, as set forth above, in failing to ensure that its delivery drivers who have worked in Seattle receive the Seattle minimum wage, after accounting for the expenses they paid that were necessary to perform their job, constitutes a violation of Seattle Minimum Wage Ordinance, Council Bill 118585, which prescribes a higher hourly minimum wage (which was \$13.00 per hour as of January 16, 2016, and will increase in future years up to \$15.00 per hour), for employers of fifty or more.

**COUNT VII**

**Failure to Reimburse Necessary Business Expenses, Cal. Labor Code § 2802**

Amazon's conduct, as set forth above, in failing to reimburse its delivery drivers who have worked in California for the expenses necessary to perform their job violates California Labor Code § 2802.

**COUNT VIII****Failure to Provide Itemized Wage Statements, Cal. Labor Code § 226(a)**

Amazon's conduct, as set forth above, in failing to provide proper itemized wage statements to its delivery drivers who have worked in California constitutes a violation of California Labor Code § 226(a).

WHEREFORE, Plaintiffs request that this Court enter the following relief:

- a. Allow other similarly situated Amazon delivery drivers to receive notice and opportunity to opt-in to this case pursuant to 29 U.S.C. § 216(b) of the Fair Labor Standards Act;
- b. Certify a class action pursuant to Rule 23(b)(2) and (3) under Count III through V and appoint Plaintiffs Bernadean Rittmann and Freddie Carroll and their counsel to represent a class of Amazon delivery drivers who have worked in Washington;
- c. Certify a class action pursuant to Rule 23(b)(2) and (3) under Count VI and appoint Plaintiffs Bernadean Rittmann and Freddie Carroll and their counsel to represent a class of Amazon delivery drivers who have worked in Seattle, Washington;
- d. Certify a class action pursuant to Rule 23(b)(2) and (3) under Counts VII and VIII and appoint Plaintiff Raef Lawson and Freddie Carroll and their counsel to represent a class of Amazon delivery drivers who have worked in California;
- e. Declare and find that Amazon violated FLSA, 29 U.S.C. § 201, *et seq.* by failing to pay Plaintiffs and other similarly situated Amazon delivery drivers the federal minimum wage and overtime wages;
- f. Declare and find that Amazon violated RCW 49.46 by failing to pay

- 1 minimum wage for all hours worked, and failing to pay overtime for all hours  
2 worked;
- 3 g. Declare and find that Amazon willfully withheld wages in violation of RCW  
4 49.52;
- 5 h. Declare and find that Amazon violated the Seattle Minimum Wage  
6 Ordinance by failing to pay minimum wage for all hours worked;
- 7 i. Declare and find that Amazon violated the Seattle Minimum Wage  
8 Ordinance by failing to pay minimum wage for all hours worked;
- 9 j. Declare and find that Amazon violated California Labor Code § 2802 and  
10 § 226(a);
- 11 k. Award compensatory damages, including all expenses and wages owed, in  
12 an amount according to proof;
- 13 l. Award all costs and attorney's fees incurred prosecuting this claim;
- 14 m. Award liquidated damages;
- 15 n. Award interest;
- 16 o. Order injunctive relief directing Amazon to comply with Washington state  
17 law, Seattle Minimum Wage Ordinance, and California state law; and
- 18 p. Such other relief as in law or equity may pertain.
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1 April 21, 2017

2 Respectfully submitted,

3 BERNADEAN RITTMANN, FREDDIE CARROLL,  
4 JULIA WEHMEYER, and RAEF LAWSON,  
5 individually and on behalf of all others similarly  
6 situated,

7 s/ Shannon Liss-Riordan

8 Shannon Liss-Riordan, *pro hac vice*

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**CERTIFICATE OF SERVICE**

I hereby certify that on April 21, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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and I hereby certify that there are no parties receiving this notice via US Mail.

DATED this 21st day of April 2017.

/s/ Shannon Liss-Riordan  
Shannon Liss-Riordan, Esq.